

Exhibit G

MXRRU's Initial Disclosures

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW MEXICO**

RUBEN ESCANO, *Pro se*,

Plaintiff,

No. 2:22-cv-00360-DHU-GJF

vs.

RCI, LLC et al.

Defendants.

**DEFENDANT MEXICAN RIVIERA RESORTS UNLIMITED S.A. DE C.V.'S RULE
26(a)(1) INITIAL DISCLOSURES**

Pursuant to Fed. R. Civ. P. 26(a)(1), Defendant, MEXICAN RIVIERA RESORTS UNLIMITED S.A. DE C.V. ("MXRRU"), submits its Rule 26 Initial Disclosures.

(A) the name and, if known, the address and telephone number of each individual likely to have discoverable information—along with the subjects of that information

- (1) **Corporate Representative, MXRRU
c/o Peterson Legal P.A.
5079 North Dixie Highway
Suite 105
Oakland Park, Florida 33334
(754) 444-8076**

MXRRU's Corporate Representative has knowledge of calls between Plaintiff and sales representatives and the lack of a joint enterprise between it and any other Defendant.

- (2) **Ruben Escano
2311 Ranch Club Road
Suite #2-180
Silver City, New Mexico 88061
(201) 527-8938**

Mr. Escano has knowledge of the allegations contained in his complaint, including the calls he allegedly received.

- (3) N. Walkley
Address Unknown
Telephone Number Unknown**

N. Walkley may have knowledge as the person who may have spoken to Plaintiff as a customer service representative.

- (4) All listed on Plaintiff's and co-Defendants' Rule 26 Initial Disclosures lists.**

(B) a copy—or a description by category and location—of all documents, electronically stored information, and tangible things that the disclosing party has in its possession, custody, or control and may use to support its claims or defenses

MXRRU has in its possession copies of call logs related to the allegations made in this action.

- (C) a computation of each category of damages claimed by the disclosing party

MXRRU is not seeking any damages. MXRRU asserts that it is entitled to attorney's fees and costs for the defense of this matter.

(D) for inspection and copying as under Rule 34, any insurance agreement under which an insurance business may be liable to satisfy all or part of a possible judgment in the action or to indemnify or reimburse for payments made to satisfy the judgment

None.

Dated: February 9, 2023

Respectfully submitted,

/s/ James A. Peterson

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CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing was served on February 9, 2023 via E-Mail to all parties and counsel of record.

By: /s/ James A. Peterson
James A. Peterson, Esq.